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shipper's control when the bill of lading was issued. *Bostwick v. B. & O. R. Co.*, 45 N. Y. 712. The correct view is that the shipper has performed his part of the prior oral contract which cannot be altered by the subsequent acceptance of a bill of lading without new consideration. *Missouri, K. & T. Ry. Co. v. Carter*, 9 Tex. Civ. App. 677, 29 S. W. 565.

In direct conflict with the above position, it has been held that if the shipper signs a bill of lading, even after the goods are shipped, the written contract merges the oral contract. *Stewart v. Cleveland, etc., R. Co.*, 21 Ind. App. 218, 52 N. E. 89; *Leonard v. Chicago & A. R. Co.*, 54 Mo. App. 293. And likewise where there is an acceptance by the shipper of a bill of lading though it was neither read nor signed, but here the bill of lading was accepted before the goods were shipped. *Germania Fire Ins. Co. v. Memphis & C. R. Co.*, 72 N. Y. 90, 28 Am. Rep. 113; *Hill v. Syracuse, B. & N. Y. R. Co.*, 73 N. Y. 351, 29 Am. Rep. 163. The principal case is clearly sound.

COURTS—RIGHT OF REMOVAL TO FEDERAL COURT—RESTRICTION ON FOREIGN CORPORATIONS.—A State statute provided if a foreign corporation should remove any suit brought against it by a citizen of the State to the Federal court, its license should be revoked. *Held*, the statute is void because in effect it denies a Constitutional right. *Western Union Tel. Co. v. Frear*, 216 Fed. 199. See NOTES, p. 288.

DAMAGES—LIQUIDATED DAMAGES AND PENALTIES.—The appellee made a contract to purchase certain lands from the appellant, paying therefor in equal installments. The contract further provided, "That if I fail to pay for said lot as above specified I will forfeit as liquidated damages for such breach of this contract and default of such payment, an amount equal to the full purchase price as above stipulated." There was a default after the payment of the first installment and the appellant sued for such amount. *Held*, such sum was a penalty and in the absence of allegation and proof of special damages the appellant could not recover. *Zenor v. Pryor* (Ind.), 106 N. E. 746. See NOTES, p. 290.

DAMAGES—SPECIAL DAMAGES—NOTICE.—The head of a dog was shipped to a Pasteur institute for an examination for rabies, the carrier's agent being informed of the purpose of the shipment. Delivery was delayed until an examination was impossible. *Held*, the carrier is liable for expenses resulting to the shipper from lack of certainty of the dog's condition. *Miller v. Southern Express Co.* (S. C.), 83 S. E. 449.

Special damages for breach of contract can not be recovered unless the party sought to be charged had notice of the circumstances out of which the special damages arise; for the parties are liable only for the loss of benefits which were in contemplation when the contract was made. *Lewark v. R. Co.*, 137 N. C. 383, 49 S. E. 882; *Chicago, etc., R. Co. v. Reid*, 38 Okla. 214, 132 Pac. 812. The courts, however, are not at one in their conception of what constitutes notice of the special circumstances. In a number of cases the rule has been strictly applied.